

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA HEALTH BENEFIT EXCHANGE (COVERED CALIFORNIA)  
AND  
DEPARTMENT OF HEALTH CARE SERVICES,  
CaIWIN CONSORTIUM CUSTOMER SERVICE CENTER NETWORK,  
[LOS ANGELES SERVICE CENTER NETWORK,]  
[C-IV CONSORTIUM CUSTOMER SERVICE CENTER NETWORK]**

**I. BACKGROUND**

Throughout this Memorandum of Understanding (MOU), the California Health Benefit Exchange (Exchange or Covered California), the Department of Health Care Services (DHCS), and the [CalWIN Consortium Customer Service Network; Los Angeles County Service Center Network; C-IV Consortium Customer Service Network], are referred to individually as Party or collectively as Parties.

In order to provide a first-class customer experience, consistent with provisions of the federal Patient Protection and Affordable Care Act (ACA) (Pub. L. No. 111-148) and its implementing regulations, the Parties will conduct assessment, eligibility review and enrollment of all customers in a coordinated and consistent manner.

The California Healthcare Eligibility, Enrollment and Retention System, was created pursuant to Government Code Sections 100502 and 100503, as well as 42 U.S.C. 18031, to enable customers to apply for eligibility, enrollment, and reenrollment in Qualified Health Plans (QHPs) through the Exchange as well as other Insurance Affordability Programs (IAPs) such as Medi-Cal. Through a process referred to here as the “Quick Sort,” customers who call in to the Exchange and who are potentially eligible for Modified Adjusted Gross Income (MAGI) Medi-Cal, or non-MAGI Medi-Cal will be transferred to their County via the County Consortium for a final eligibility determination after a minimal amount of inquiry by the Exchange. This coordinated transfer is referred to here as a “Quick Sort Transfer” whereby the transferring Service Center Representative (SCR) will stay on the line with the customer and introduce him or her to the County Representative. The County Representative will complete the call appropriately and, if possible, enroll the customer in the appropriate IAP. Ongoing cases will be handled by the “agency of record” (e.g. Medi-Cal cases handled by Counties; QHP cases handled by the Covered California Central Service Center.)

The Parties are guided by established Customer Service Center principles for the customer experience in the development of this MOU. These principles are to:

1. Conduct assessment, eligibility review and enrollment in a seamless and consistent manner for all customers, including the use of the same federally approved questions, and only those questions necessary for determining a customer’s eligibility for MAGI Medi-Cal or Advance Premium Tax Credits (APTC)

2. Transfer customers who are potentially MAGI Medi-Cal and non-MAGI Medi-Cal eligible to their County/Consortium as quickly and seamlessly as possible, after the minimal amount of inquiry and/or data collection.
3. Maximize the accuracy of each call and enrollment handled by the Service Center in order to have the fewest possible Exchange eligible individuals referred to Counties, and the fewest possible MAGI Medi-Cal individuals served by Service Center.
4. Minimize the duplication of work and effort.
5. Provide for the continuous improvement of protocols based on metrics to determine timeliness, accuracy and precision of referrals and service; and that
6. The Exchange, the Department of Health Care Services (DHCS), and other State partners will meet the obligations for which they are responsible under the Affordable Care Act, other federal and state eligibility requirements and state law.

## **II. PURPOSE**

This MOU is entered into by the Parties to allow for the immediate Quick Sort Transfer of customers for application processing based on the results of the Quick Sort. To maximize the accuracy of each call, minimize the duplication of work and effort, and ensure customer enrollment is handled by the appropriate Party, the Parties hereby agree to establish and provide for the continuous improvement of protocols based on metrics to establish the timeliness, accuracy, and precision of referrals and service.

The processes and relationships established by this MOU ensure the consistency of service standards between the Service Center and the Counties by establishing the Service Requirements for all customer calls. This MOU develops the methods to track County readiness and measure their performance in successfully completing Quick Sort Transfers. Monitoring of performance will be continuous commencing from launch in October 2013. Service Requirements will be established through the monitoring of performance from October 2013 through January 2014 and incorporated into an amendment to this MOU as mutually agreed to by the Parties in writing.

## **III. QUICK SORT TRANSFER GOVERNANCE**

The terms of this MOU shall take precedence over any inconsistent terms regarding the Quick Sort Transfer in other agreements between or among the Parties, although the other agreements may make the terms more specific. For purposes of the Quick Sort Transfer Governance, each Party shall be represented by its Director/[Board Chair], or his or her designee, who will confer and collaborate in the vision and direction of this MOU. Procedures regarding the Quick Sort Transfer shall be developed and adopted by mutual written agreement of all Parties to this MOU.

## **IV. SCOPE OF WORK**

The scope of this MOU is limited to the activities necessary to achieve the Quick Sort and Quick Sort Transfer between the Parties. In addition to the responsibilities of each Party listed separately below, the Parties hereby agree to and incorporate by reference the Service Requirements and Protocols described in Exhibit A.

#### A. EXCHANGE RESPONSIBILITIES

1. The Service Center Representative (SCR) shall determine that a call-in customer should be transferred to a County Representative based on results of Quick Sort as established by Exhibit A.
2. The Exchange Customer Service Center shall route customers to the [Consortium] network based on customer's county of residence.
3. The Exchange will communicate call volume Forecasts to [Consortium] as specified in Exhibit A.
4. The Exchange Service Centers and the [Consortium] will be held to the same Service Requirements to be established in Exhibit A beginning February 1, 2014 and incorporated into an amendment to this MOU as mutually agreed to by the Parties in writing.
5. The Exchange retains the final responsibility for ensuring that all customers receive streamlined, coordinated service, without delay, as required in 45 CFR § 155.110 and 45 CFR § 155.302.

#### B. CONSORTIUM CUSTOMER SERVICE CENTER NETWORK RESPONSIBILITIES

1. The [Consortium] shall demonstrate Operational Readiness Prior to Launch as described as described in Exhibit A.
2. [Consortium] shall connect participating county customer service centers into a network.
3. [Consortium] routes calls automatically and invisibly to participating county customer service centers for a Quick Sort Transfer.
4. Calls shall go to the customer's county of residence, if such a County Representative is available, or immediately rerouted to the first available County Representative in that network. Transfers to the first available County Representative in that network shall be seamless and invisible to the customer.

5. County Representatives shall answer calls within the Service Requirements defined in Exhibit A, complete eligibility determination and, where appropriate, initiate the enrollment process with the goal of completion.
  - i. Calls sorted to the [County] will be traced by a unique identifier for reporting to the Exchange the disposition of the call.
  - ii. Calls sorted to the [Counties] are handled by County Representatives trained to do eligibility and enrollment of both Medi-Cal and Exchange eligible individuals.
  - iii. Calls shall receive priority routing to facilitate Quick Sort Transfers.
6. [Consortium] shall provide requested performance metrics to both the Exchange and DHCS as established by the [County/Consortium] Reporting functions in Exhibit A.
7. The [Consortium] and Exchange Service Centers will be held to the same Service Requirements to be established in Exhibit A beginning February 1, 2014.

#### C. DEPARTMENT OF HEALTH CARE SERVICES RESPONSIBILITIES

1. In accordance with state and federal statutes and regulations, DHCS shall establish and maintain the policies and procedures for all Medi-Cal eligibility determinations. This shall include the release of All County Welfare Director's Letters, plan letters, plan or provider bulletins, letters of instruction, and similar guidance, and rules promulgated and approved by DHCS. Nothing in this MOU shall be construed to impair the Medicaid single state agency authority of DHCS as set forth in Title 42, Code of Federal Regulations, Section 431.10.

#### V. DECISION-MAKING PROCESS

- A. Each Party has the responsibility to identify issues arising out of this MOU requiring the review and decision of the Parties. The representative of any Party may raise an issue arising out of this MOU to the Parties. The representatives of the Parties shall propose a decision regarding such an issue and all Parties shall reach an agreement.
- B. If the representatives of the Parties cannot reach agreement with respect to an issue identified above in subsection A, the issue shall be referred to a Consensus Group consisting of the Director of the Exchange, the Director of DHCS, and a representative of the [Consortium/ Los Angeles County/the Board Chair of CalWIN/Board Chair of C-IV]. The Consensus Group shall settle any disputed issue brought before it by agreement between all of its members.

- C. For an issue involving Exhibit A, or any other issue arising out of this MOU and identified by any Party as affecting more than one Consortium and requiring the review of each Consortium network (i.e. the CalWIN Consortium Customer Service Center Network, Los Angeles Service Center Network, and C-IV Consortium Customer Service Center Network), the issue shall be referred to the Consortia Customer Service Center Leadership Group ("Consortia Leadership Group") for review. The Consortia Leadership Group will be comprised of members of each Consortium/County, as determined by each Consortium/County. A representative from the Consortia Leadership Group, the Exchange, and DHCS shall make the decision regarding such an issue through the consent of all representatives. Each of the Parties to this MOU, and the [CalWIN Consortium Customer Service Center Network, Los Angeles Service Center Network, or C-IV Consortium Customer Service Center Network] shall adopt the decisions reached pursuant to this paragraph.

## **VI. FUNDING FOR SERVICES**

The state shall be responsible for providing the administrative funding to the counties for the work associated with this MOU pursuant to Welf. & Inst. Code § 14015.7(g). Funding shall be subject to the annual state budget process.

## **VII. TERM**

The term of this Agreement is for three (3) years, or sooner as determined by statute, and may be extended by mutual written agreement among the Parties in one-year extensions thereafter.

## **VIII. GENERAL PROVISIONS**

- A. All Parties agree to an initial Baseline Period as described in Exhibit A. Service Requirements will be established during the Baseline Period and will go into effect February 1, 2014 pursuant to an amendment to this MOU as mutually agreed by the Parties in writing.
- B. This MOU may be amended at any time by mutual written agreement of all Parties.
1. Proposed modifications of the MOU, Excluding Exhibit A, shall be noticed to the Parties in writing and signed by the Parties within thirty (30) calendar days of notice, unless the Parties otherwise agree in writing to a modified timeframe. The [C-IV Project Director] is authorized to agree to a modified timeframe on behalf of the [C-IV Consortium].

2. Any proposed modifications of Exhibit A shall be noticed to the Parties in writing. A representative of DHCS, the Exchange, and the Consortia Leadership Group described above in Section V, Subsection C, “Decision Making Process,” shall reach a resolution within thirty (30) calendar days of notice, unless the Parties otherwise agree in writing to a modified timeframe. The [C-IV Project Director] is authorized to agree to a modified timeframe on behalf of the [C-IV Consortium]. The written consent of all Parties must be obtained for any proposed modifications to Exhibit A.

C. Termination without cause: This MOU may be terminated by any Party without cause upon thirty (30) calendar days written notice.

D. Corrective Action Plan:

1. Beginning February 1, 2014, The Exchange or DHCS may provide a written notice to the [Consortium], describing the [Consortium’s] failure to perform the Service Requirements and Protocols in Exhibit A. The Consortium shall complete an analysis of the problem, identify the steps and timeframes necessary to correct the problem, and submit a corrective action plan (CAP) for rectifying the failure within ten (10) business days following receipt of the notice or another mutually acceptable date. The CAP shall include the following information:
  - i. An explanation of the root cause or reason(s) for the performance failure;
  - ii. An assessment or diagnosis of the cause of the performance failure, including, but not limited to, factors that are in part or in whole within the control of the other Parties to the MOU or third parties;
  - iii. A specific proposal to cure or resolve the performance failure;
  - iv. Recommendations for improvements in procedures or activities under this MOU that could be made to avoid or prevent such performance failures in the future;
  - v. Estimated date of correction; and
  - vi. Contact person(s) and the person(s) assigned to remedy the performance failure.

If the [Consortium’s] lack of performance has, in part or in whole, resulted from the action or inaction of Covered California or DHCS, that Party will respond in writing with an analysis of the problem and a plan to correct the contributing factor within a timely manner.

After submission of the CAP and, if applicable, such plan(s) and timeline(s) to all of the Parties, the Parties shall meet to discuss its terms and determine whether the revisions to the CAP are appropriate and what tasks must be

completed by the Consortium and others. The Parties, as applicable, shall cure or resolve the performance failure within the cure period applicable to the affected Service Requirement(s) specified in Exhibit A, not to exceed thirty (30) days from receipt of the notice, unless the Parties agree to another mutually acceptable date.

The CAP is subject to the agreement of all Parties to this MOU. No Party may unreasonably withhold or delay their agreement to the CAP. After agreement by all Parties, the [Consortium], DHCS, and the Exchange, if applicable, shall take actions as described in the CAP and any plans and timelines as described above. If the Parties do not agree to the CAP as described above, or the [Consortium] fails to timely submit a CAP, or the [Consortium] fails to cure or resolve the performance failure as described above, any Party shall have the right to immediately terminate this MOU without regard to any other provisions of this MOU.

In the event of performance issues that are caused by reasons outside the control of the Parties (e.g., natural disaster, unexpectedly high volumes of calls, or external system failures) the Parties will engage in mutual problem solving to address these issues and to create quick responses to restore service.

2. During the Baseline Period, the Parties shall make best performance efforts and take all necessary and reasonable steps to mitigate any negative impacts on the customer experience as soon as possible. To the extent that there are significant performance problems during the Baseline Period, the Parties will engage in mutual problem solving to address issues identified by any Party and to create quick responses to resolve, including implementing any of the corrective actions in Paragraph 3, Subparagraphs i-iv, below as needed. Any failure by the Parties to cure or resolve the performance problems during this period, shall not be grounds for Termination of this MOU.
3. Following the Baseline Period the failure to meet a Service Requirement in Exhibit A may result in a CAP as described above and may include, but is not limited to the following corrective actions. The specific types of corrective action and the order of those actions will be specified in an amendment to this agreement mutually agreed to by the Parties in writing. :
  - i. Making staffing adjustments.
  - ii. Rerouting customers to [another Consortium] for completion. If calls are rerouted by the [Consortium] to [another Consortium], the Service Requirements and Protocols pursuant to the Quick Sort Transfer MOU between the [other Consortium] and the Exchange and DHCS will apply.
  - iii. Rerouting calls to the Contra Costa County Service Center of Covered California.



## EXHIBIT A

### I. SERVICE REQUIREMENTS AND PROTOCOLS

Baseline Period -- The Baseline Period will cover the first four (4) months after October 1, 2013 through January 31, 2014 that the Counties/Consortia first starts to take Quick Sort transferred calls (the "Baseline Period"). The Parties will work together to evaluate and refine Service Requirement expectations and key performance indicators during the Baseline Period. Service Requirements will be established through the monitoring of performance from October 2013 through January 2014. These will be incorporated into the MOU through an amendment mutually agreed to by the Parties in writing. Service Requirements established during the Baseline Period shall be effective February 1, 2014 and subject to the Corrective Action Plan for failures to meet Service Requirements thereafter. During the Baseline Period, the Counties/Consortia will provide best business efforts to appropriately staff and utilize workforce management to provide a consistent customer experience regardless of whether calls are handled by the Exchange or [Consortia]..

#### A. Quick Sort

- a. Quick Sort is defined as a workload sorting tool to determine which calls should be sent to the [Consortium] versus kept at the Exchange.
- b. Quick Sort Transfer Protocol
  - i. The Service Center Representative (SCR) determines that a Customer should be transferred to a County based on the results of the Quick Sort.
  - ii. When Quick Sort indicates, the SCR initiates the transfer of the customer as follows:
    1. The SCR transfers the customer to the customer's county of residence, if such a County Representative is available.
    2. If such a County Representative is not available, the call shall be immediately rerouted by the [Consortium] to the first available County Representative in that network. Transfers to the first available County Representative in that network shall be seamless and invisible to the customer.
- c. The Parties shall conduct a review and improvement process in collaboration with the Administration and Counties, to determine efficacy of process. Appropriate Service Requirements will be established during the Baseline Period and incorporated into this Exhibit through an amendment mutually agreed to by the Parties in writing effective February 1, 2014. Inability to meet established standards following the Baseline Period may result in corrective action [See Section VIII, General Provisions, Subsection D, "Corrective Action Plan"].

B. Transfer Protocols for Exchange Delegation to Counties

- a. The Quick Sort Transfer Protocol requires delegation to counties of Exchange-required functions. This requires a transfer protocol for any [Consortium] accepting phone transfers and the technology infrastructure to accept transferred calls with the ability to meet the Service Requirements effective February 1, 2014, to ensure a seamless customer experience with trained workforce to process Exchange-eligible individuals without referral back to the Exchange.
- b. Call Prioritization – [Consortium/Counties] receiving transfers will prioritize incoming calls from Covered California and are handled by County Workers trained to do eligibility and enrollment of both Medi-Cal and Covered California eligible individuals.
- c. Language Handling
  - i. The [Counties/Consortium] shall be able to accept any call from the Exchange in any language accepted by the Exchange with the appropriate interpretation services.
- d. Process to serve Hearing Impaired Customers
  - i. The [Counties/Consortium] shall serve hearing-impaired customers with applicable technology as required.

C. Quick Sort Service Requirements

Service Requirements will be established during the Baseline Period and will go into effect February 1, 2014 pursuant to an amendment to this MOU as mutually agreed to by the Parties in writing. The State run Service Centers and the [Counties/Consortium] will be held to the same Service Requirement targets. Service Requirements may include:

- a. Service Level: During the Baseline Period, the Exchange shall measure Service Levels and once per month shall publicly report [County/Consortium] and Exchange performance during the Open Session of the Covered California Board Meeting. The appropriate metric and corrective actions for Service Levels will be established and applied to this MOU following the Baseline Period. The established Service Requirement for Service Levels will be effective February 1, 2014. Calls transferred from Covered California to the [Consortium/Counties] must be answered by County Workers trained to do eligibility and enrollment of both Medi-Cal and Covered California eligible individuals. The clock will begin after the SCR has entered and submitted all the required information into the Consortium IVR.

- b. Busy Signals: During the Baseline Period, the Exchange shall measure Busy Signals and once per month shall publicly report [County/Consortium] and Exchange performance during the Open Session of the Covered California Board Meeting. The appropriate metric and corrective actions for busy signals will be established and applied to this MOU following the Baseline Period. The established Service Requirement for Busy Signals will be effective February 1, 2014. .
  - c. Abandonment Rate: During the Baseline Period, the Exchange shall measure negative Abandonment Rate and once per month shall publicly report [County/Consortium] and Exchange performance during the Open Session of the Covered California Board). The appropriate metrics for abandonment will be established and applied to this MOU following the Baseline Period. The established Service Requirement for Abandonment Rate will be effective February 1, 2014.
- D. Mutual Operational Readiness Prior to Launch
- An Operational Readiness plan will be developed by Covered California and identify the relative items for Covered California and the County/Consortia to complete Operational Readiness testing. The Operational Readiness plan will identify the milestones and parties responsible for approval.
- a. Functioning and tested phone system and IT Infrastructure
    - i. Consortium IVR tested and working
    - ii. Call Tracking ID processing verified
      - 1. Call Tracking ID, IVR recorded messages are working and should arrive in SAWS in October
      - 2. Call Tracking ID testing and validation to include language and County code in September and December based on system readiness
    - iii. System connectivity established to sites
      - 1. Validate County phone numbers
  - b. Staffing capacity to meet anticipated demand
    - i. Consortia staffed based on anticipated projections needed to meet anticipated volumes for Quick Sort Transfers
  - c. Schedules/Resources Committed to Quick Sort Transfers
    - i. Completed staff training
  - d. Pilot testing prior to launch
    - i. Completed by September 6, 2013
    - ii. Launch plan developed and executed

## E. Reporting and Tracking

- a. Forecasts: The Service Center, in conjunction with the Command Center, will communicate a 30/60/90 day rolling volume forecast to assist the Consortia with determining appropriate Quick Sort transferred calls. All Parties will collaborate to identify and integrate marketing and known impacting activities into the forecasts.
  - i. The Exchange shall provide to the [Consortium] an initial forecast for the [County/Consortium] with call arrival pattern detail by June 15, 2013.
  - ii. Additionally, the Exchange shall provide to the [Consortium] an annual projection with noted State holidays for budgeting and staffing purposes by September 1 of each year for the subsequent fiscal year period to coincide with Department of Finance budgeting timeline. State holidays observed by the Exchange and provided to the [Consortium] shall be consistent with those posted on <http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx> or any future web page designated by the State to identify official State holidays.
  - iii. [Counties/Consortium] will provide confirmation based on call volume projections anticipated whether resources will be available.
  - iv. The Service Center, Command Center and [Counties/Consortium] will meet for pre/post shift huddle meetings during the Baseline Period to appropriately calibrate.
- b. Monitoring & Measurement
  - i. The Exchange shall monitor performance of Service Levels, Abandoned Calls, and Busy Signals quarterly, monthly, daily and hourly from launch. All Parties agree to meet formally for a Quarterly Business Review (QBR) beginning [Date Needed] and every three months thereafter.
  - ii. Parties agree Service Requirements will be effective February 1, 2014. Failure to meet Service Requirements effective February 1, 2014, as incorporated into this agreement by an amendment mutually agreed to by the Parties in writing, shall be subject to the Corrective Action Plan and the corresponding Cure Periods below.

<b>Service Requirements</b>	<b>Measurement Period</b>	<b>Cure Period</b>
Service Level	Monthly	30 days
Abandoned Calls	Monthly	30 days
Busy Signals	Real-Time	24 Hours

Effective February 1, 2014, Service Requirements may be recalibrated thereafter and incorporated into this MOU through an amendment mutually agreed to by the Parties in writing to include any potential adjustments to Service Requirements, personnel resources, and technology solutions, based on business needs.

- iii. The [Consortium/Counties], Covered California Service Center and the Command Center will collaboratively develop protocols and dashboards to support monitoring conducted in real-time.
- iv. Reporting will be integrated into the Exchange's centralized Command Center for real-time monitoring to ensure Service Requirement adherence. During the Baseline Period, the Exchange's Command Center will monitor in real-time the Quick Sort transfer response times when transferring to the [County/Consortium]. Beginning February 1, 2014 the Exchange Command Center will monitor in real time the Quick Sort Transfer response times remain within the established Service Level when transferring to the [County/Consortium].
- v. Reporting and Tracking: Each phone customer shall be given a unique [Call Tracking ID](#) to determine whether the customer was driven to completion of enrollment
  1. The Exchange and the [Consortium] shall monitor performance metrics daily, weekly and monthly during the Baseline Period and effective February 1, 2014 regarding the Service Requirements established in this MOU.
  2. The Consortium IVR will accept the Call ID entered by the CSR and log the Call ID number and disposition code of the enrollment call. To assist in the improvement of the Quick Sort call transfer process, the [County/Consortium] will provide additional information to enable insights into cases associated with unique Call ID numbers. Using the Call ID the [Consortium/Counties] will report to the Exchange the disposition of the call: determined eligible, enrolled, etc.
    - a. Pre January 1, 2014 – The Consortia/Counties will provide reporting using the Call ID and tie to SAWS information
      - i. The [Consortium] will provide daily, weekly and monthly reporting to Covered California that contains Call ID numbers and related call dispositions.

- b. Post January 1, 2014 – The Call ID will be available via eHit and Covered California can readily access this information

F. Hours of Operation

- a. During open enrollment hours of operation will be:
    - i. Monday-Friday 8 a.m. to 8 p.m.
    - ii. Saturday 8 a.m. to 6 p.m.
    - iii. Closed Sunday
  - b. During non-open enrollment hours will be:
    - i. Monday-Friday 8 a.m. to 6 p.m.
    - ii. Saturday 8 a.m. to 5 p.m.
    - iii. Closed Sunday
  - c. Final Call Transfer Time: Covered California final call transfer time will be identified by Covered California when its incoming call queue is empty. Covered California will communicate to the Consortia/County when Covered California completes last call.
- G. Open Enrollment: The open enrollment period in the Exchange is from October 1, 2013, through March 31, 2014. For subsequent years, the annual open enrollment period begins on October 1 and extends through December 31.

H. Holidays

- a. The Counties/Consortia shall be available to answer transferred calls for all days except for State holidays. The State Service Center observes the following holidays posted on <http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx>.
  - i. New Year's Day
  - ii. Martin Luther King Jr. Day
  - iii. President's Day
  - iv. César Chávez Day
  - v. Memorial Day
  - vi. Independence Day
  - vii. Labor Day
  - viii. Veterans Day
  - ix. Thanksgiving Day and the day after
  - x. Christmas Day